

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
P.O. BOX 1450
ALEXANDRIA, VA 22313-1450

Appl No.: 10/528321
Applicant: Stephen Guffanti

TC/A.U.: 3714
Examiner: Bruk A.
Gebremichael

Filed: 9/26/2005

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

DECLARATION UNDER 37 C.F.R. § 1.131

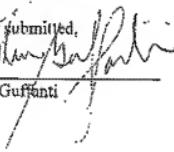
- 1) I am one of the co-authors of the book "Rocket Phonics," published on September 2, 2002.
- 2) The first edition of "Rocket Phonics" was titled "Powerfoniks: The Student's Handbook," and was created in February 2000. This edition was never available to the public.
- 3) Shortly after I created "Powerfoniks: The Student's Handbook," I printed 20 copies of the book, and I lent them to parents who took part in a study at UCLA. This study lasted for three months, and each of those parents signed a nondisclosure agreement, attached hereto as Exhibit A.
- 4) On August 15, 2001, I received a phone call from Dr. Catterall of UCLA, informing me of the results of the UCLA study, and specifically informing me that Powerfoniks was nearly 4 times faster than the control group for teaching reading. The results of that study were only sent to a few professors at UCLA and me.
- 5) In March, 2002, I decided to revise "Powerfoniks: The Student's Handbook" and wrote a second edition, called "Rocket Phonics." I renamed the book because other people were using the name "Powerfoniks." That second edition, like the first, was never available to the public. I only submitted the second edition to Cathy Duffy for review. Cathy Duffy is a publisher that worked for Grove Publishing at the time.
- 6) I revised the book a third time after receiving some feedback from Cathy Duffy, also calling it "Rocket Phonics."
- 7) I first advertised the book "Rocket Phonics" for sale on August 8, 2002, via our website <http://web.archive.org/web/>/<http://www.rocketphonics.com>
- 8) Our first sale of the third edition of the book, now called "Rocket Phonics" was in October 2002.
- 9) The patent provisional filed on September 16, 2002 is a correct and true copy of the third version of the book "Rocket Phonics" that was sold in October 2002. This book was also used to draft the patent application.

DEC-21-2003 09:08 From:949943B3SB

Page:3/5

- 10) On September 8, 2003, I applied for a copyright on the third edition of "Rocket Phonics," filling out FORM TX provided by the copyright office. A true and correct copy of that copyright is attached hereto as Exhibit B.
- 11) When I filled out FORM TX, I mistakenly listed the date of publication as the date when I decided to draft a formal copy of "Rocket Phonics" to be published and sold to the public. However, now that I am aware of the legal definition of the word "publication," I am correcting the records at the copyright office using FORM CA, attached hereto as Exhibit C.
- 12) I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

By 
Stephen Guffanti

Submitted by,

By /Robert D. Fish/Robert D. Fish
Reg. No. 33,880

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is made effective as of 6/19/00, between Stephen Guffanti, of 2250 Tierra Verde Rd., Vista, California 92084, and

_____ whose child is using PowrFoniks Student Handbook # _____.

In this Agreement, the party who owns the Confidential Information will be referred to as "Guffanti", and the party to whom the Confidential Information will be disclosed will be referred to as "the parents".

Guffanti is engaged in the development of a reading method for k through 12 curriculum. The parents are engaged in teaching their child. Guffanti has requested that the parents protect the confidential material and information which may be disclosed between Guffanti and the parents. Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to Guffanti , whether or not owned or developed by Guffanti, which is not generally known other than by Guffanti and which the parents may obtain through any direct or indirect contact with Guffanti.

- A.* Confidential Information includes without limitation:
- business records and plans and other proprietary information.

- B.* Confidential Information does not include:
and any other information that both parties agree in writing is not confidential.

II. PROTECTION OF CONFIDENTIAL INFORMATION. The parents understand and acknowledge that the Confidential Information has been developed or obtained by Guffanti by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of Guffanti which provides Guffanti with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, the parents agree to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of Guffanti. In addition, the parents agrees that:

- i. No Copying/Modifying.* The parents will not copy or modify any Confidential Information without the prior written consent of Guffanti.

- ii. Application to Employees.* Further, the parents shall not disclose any Confidential Information to any employees of the parents, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of Guffanti.

- iii. Unauthorized Disclosure of Information.* If it appears that the parents has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, Guffanti shall be entitled to an injunction to restrain the parents from disclosing, in whole or in part, the Confidential Information. Guffanti shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

III. RETURN OF CONFIDENTIAL INFORMATION. Upon receiving a written request the parents shall return to Guffanti all written materials containing the Confidential Information. The parents shall also deliver to Guffanti written statements signed by them certifying that all materials have been returned within five (5) days of receipt of the request.

IV. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

V. NO WARRANTY. Guffanti acknowledges and agrees that the Confidential Information is provided on an AS IS basis. Guffanti MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL Guffanti BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. Guffanti does not represent or warrant that any product or business plans disclosed to Child U will be marketed or carried out as disclosed, or at all. Any actions taken by Child U in response to the disclosure of the Confidential Information shall be solely at the risk of Child U.

VI. LIMITED LICENSE TO USE The parents shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. The parents acknowledge that, as between Guffanti and the parents, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of Guffanti, even if suggestions, comments, and/or ideas made by the parents are incorporated into the Confidential Information or related materials during the period of this Agreement.

VII. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of California. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.

Information Owner:
Stephen Guffanti

By: _____
Date _____
Recipient:

By: _____
Date _____

FORM TX

For a Non-dramatic Literary Work
UNITED STATES COPYRIGHT OFFICE

TX 5-821-543

TX5821543

EFFECTIVE DATE OF REGISTRATION

09 08 2003
Month Day Year

136659994

DO NOT WRITE ABOVE THIS LINE IF YOU NEED MORE SPACE USE A SEPARATE CONTINUATION SHEET

TITLE OF THIS WORK ▼

1 Rocket Phonics. Help your child reach for the stars

PREVIOUS OR ALTERNATIVE TITLES ▼

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

2 NAME OF AUTHOR ▼

a Stephen Guffanti

Was this contribution to the work a "work made for hire"? Yes NoAUTHOR'S NATIONALITY OR DOMICILE
Name of Country USA
OR Citizen of USA
Domiciled in _____DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼

7-2-51

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
Anonymous? Yes No
Pseudonymous? Yes No

If the answer to either of these questions is "Yes", see detailed instructions

NOTE

Under the law of the United States, a work made for hire is generally the employer's (see Intrinsic Value). For any part of the work that was made for hire check Yes in the space provided and give the employer (or other person for whom the work was prepared) as Author of that part and leave the space reserved for dates of birth and death blank.

NAME OF AUTHOR ▼

b Maureen Guffanti

Was this contribution to the work a "work made for hire"? Yes NoAUTHOR'S NATIONALITY OR DOMICILE
Name of Country USA
OR Citizen of USA
Domiciled in _____DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼

7-1-51

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
Anonymous? Yes No
Pseudonymous? Yes No

If the answer to either of these questions is "Yes", see detailed instructions

NAME OF AUTHOR ▼

Reading Curriculum with games*, Illustrations and editing

NAME OF AUTHOR ▼

Was this contribution to the work a "work made for hire"? Yes NoAUTHOR'S NATIONALITY OR DOMICILE
Name of Country USA
OR Citizen of USA
Domiciled in _____DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼

7-1-51

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
Anonymous? Yes No
Pseudonymous? Yes No

If the answer to either of these questions is "Yes", see detailed instructions

NAME OF AUTHOR ▼

Reading Curriculum with games*, Illustrations and editing

NAME OF AUTHOR ▼

Briefly describe nature of material created by this author in which copyright is claimed

C

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK
Year ▼ Month ▼ Day ▼ Country ▼

13

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED
This information must be given if there is a difference between the date of creation and the date of publication

13

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK
Year ▼ Month ▼ Day ▼ Country ▼

09

14

1985

USA

Neron

See instructions before completing this block

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Stephen Guffanti and Maureen Guffanti
2754 Tierra Verde Rd
Vista, CA 92084

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright ▼

APPLICATION RECEIVED
SEP 08 2003
ONE CREDITED OWNERTWO DEPOSITS RECEIVED
SEP 08 2003
FUND'S RECEIVEDDO NOT WRITE HERE
ONE CREDITED OWNERMORE ON BACK ▼ Complete all applicable spaces (numbers 5-8) on the reverse side of this page
See related instructions
Sign the form at the bottomDO NOT WRITE HERE
Page 1 of 2 pages

*Registration does not extend to uncopyrightable elements or aspects of game (idea for, and procedure or method of operation used in, game)
17 USC 102(b)

EXAMINED BY	<i>Jac</i>	FORM TX
CHECKED BY		
<input type="checkbox"/> CORRESPONDENCE Yes		FOR COPYRIGHT OFFICE USE ONLY

DO NOT WRITE ABOVE THIS LINE IF YOU NEED MORE SPACE USE A SEPARATE CONTINUATION SHEET

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

 Yes No If your answer is Yes why is another registration being sought? (Check appropriate box) □a This is the first published edition of a work previously registered in unpublished formb This is the first application submitted by this author as copyright claimantc This is a changed version of the work, as shown by space 6 on this application

If your answer is Yes give Previous Registration Number ►

Year of Registration ►

5

DERIVATIVE WORK OR COMPILATION

Presuming Material Identify any presuming work or works that this work is based on or incorporates ▼

a

Material Added to This Work Give a brief general statement of the material that has been added to this work and in which copyright is claimed ▼

See instructions
before completing
the space

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.
Name ▼ Account Number ▼

a

7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent Name/Address/Apt/City/State/ZIP ▼
Stephen Guffanti
2250 Tierra Verde Rd

b

Area code and daytime telephone number ► 760-727-7602
Email ► sauffanti@cox.net

Fax number ► 760-727-7610

CERTIFICATION I, the undersigned, hereby certify that I am the

Check only one ►

{ Author

- other copyright claimant
- owner of exclusive rights(s)
- authorized agent of

Name of author or other copyright claimant, or owner of exclusive rights(s) &

Type or printed name and date ▼ If this application gives a date of publication in space 3 do not sign and submit it before that date

Stephen Guffanti, Maureen Guffanti Date ► 8-23-03

Handwritten signature (A) ▼

X Stephen Guffanti

Maureen Guffanti

8

Certificate will be mailed in window envelope to this address

Name ▼ Stephen Guffanti
Number of copies ▼ 1
City/State/Zip ▼ 2250 Tierra Verde Rd
Vista, CA 92084

17 U.S.C. § 506(e) Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 404 or in any written statement filed in connection with the application shall be fined not more than \$2,500.

Rev. June 2002-2003 Was this form printed on recycled paper

Complete all frequently asked questions on application in space 6	
15. Is this a renewal application?	
1. Application form 2. Nonrefundable filing fee in check or money order payable to Register of Copyrights 3. Deposit material	
16. Send to: U.S. Copyright Copyright Office 101 Independence Avenue, S.E. Washington, D.C. 20556-0000	

From our website
www.copyright.gov
you can download
forms, brochures,
and other
information on
copyright
laws and
copyright
issues.

9

Exhibit B

page 2 of 2

DEC-21-2009 09:00 From:949436558

Page: 4/5



REGISTRATION NUMBER

[TX] [SM] [S.R.] [PAU] [TRA] [VALU] [SRA] [SRU] RE
EFFECTIVE DATE OF SUPPLEMENTARY REGISTRATION

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

Title of Work ▼

Rocket Phonics, Help your child reach for the stars

Registration Number of the Basic Registration ▼

TX0005821543

Year of Basic Registration ▼

2003

Name(s) of Author(s) ▼

Stephen Guffanti
Maureen Guffanti

Name(s) of Copyright Claimant(s) ▼

Stephen Guffanti
Maureen Guffanti

Location and Nature of Incorrect Information in Basic Registration ▼

Line Number 15 Line Heading or Description Date and Nation of First Publication

Incorrect Information as It Appears in Basic Registration ▼

August 15, 2001

Corrected Information ▼

August 8, 2002

Explanation of Correction ▼

When I first filled out FORM TX provided by the copyright office, I did not know the proper definition of the word

Location and Nature of Information in Basic Registration to be Amended ▼

Line Number _____ Line Heading or Description _____

Amended Information and Explanation of Information ▼

MORE ON BACK ▶ • Complete all applicable areas & sign (G) on the reverse side of this page
• See attached instructions • Sign with ink/marker/pencil

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Page 1 of 2 2009

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Page: 5/5

FORM CA RECEIVED

FORM CA

FUND RECEIVED DATE

EXAMINED BY

CORRESPONDENCE

FOR
COPYRIGHT
OFFICE
USE
ONLYREFERENCE TO THIS REGISTRATION ADDED TO
BASIC REGISTRATION YES NO

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

Continuation of: Part B or Part C

"publication." August 15, 2001 was when I decided that I wanted to create a final draft of my book to publish for public sale, not when I had actually published a book. Prior to August 8, 2002, any versions of the book "Rocket Phonics" were only shown to a select group of individuals who were bound by a non-disclosure agreement. This book was not actually "published" to the public until August 8, 2002.

Correspondence: Give name and address to which correspondence about this application should be sent.

2603 Main St. Suite 1000
Irvine, CA 92614-4271

Phone: 949-943-8300

Fax: 849-943-8358

Email: andrew.mar@fishplaw.com

Deposit Account: If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name: _____

Account Number: _____

Certification: I the undersigned, hereby certify that I am the: (Check only one)

- Author Owner of exclusive rights
 Other copyright claimant Only authorized agent of

Name of author or office (copyright claimant, or owner of exclusive rights)
 of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name: Stephen Guffanti and Maureen GuffantiDate: 2-20-09Handwritten signature(s): Stephen Guffanti Maureen GuffantiHandwritten signature(s): Stephen Guffanti Maureen Guffanti

Certificate
will be
mailed in
window
envelope
to this
address:

Home <input checked="" type="checkbox"/>	Business <input type="checkbox"/>
Newspaper <input type="checkbox"/>	Magazine <input type="checkbox"/>
Organization <input type="checkbox"/>	Other <input type="checkbox"/>

Copyright	Copyright of an embryo musical
Registration	Registration of a musical work
Serial	Registration of a serial
Assignment	Assignment of a copyright
Transfer	Transfer of a copyright
Derivative	Registration of a derivative work
Other	Other
Author	Author's name
Contract	Contractor's name
Other	Other information
Comments	Comments

* \$1 USD (\$20.00) for each registration made & after registration of a serial work in the application for copyright registration specified for by section 409, or in any writing established by communication with the Copyright Office, except by mail, telephone, fax, or electronic mail.

Form CO-Pat. Rev. 07/22/03 Filing Date: 07/22/03 Printed on recycled paper

U.S. Copyright Office 2009 — 1 —

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
P.O. BOX 1450
ALEXANDRIA, VA 22313-1450**

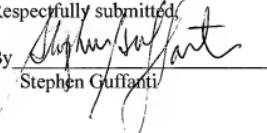
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Gebremichael

Commissioner for Patents
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DECLARATION UNDER 37 C.F.R. § 1.131

- 1) I am one of the co-authors of the book "Rocket Phonics," published on September 2, 2002.
- 2) I first advertised the book "Rocket Phonics" for sale on August 8, 2002, via our website http://web.archive.org/web/*/http://www.rocketphonics.com
- 3) Our first sale of the book "Rocket Phonics" was in October 2002.
- 4) The Applicant respectfully submits that the patent provisional filed on September 16, 2002 is a copy of the version of "Rocket Phonics" that was sold in October 2002. This book was used to draft the application itself.
- 5) I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,
By 
Stephen Guffanti

Submitted by,

By 
Robert D. Fish
Reg. No. 33,880



THE UNITED STATES PATENT AND TRADEMARK OFFICE
P.O. BOX 1450
ALEXANDRIA, VA 22313-1450

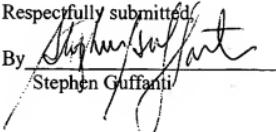
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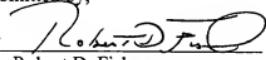
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Applicant:	Stephen Guffanti	Examiner:	Bruck A. Gebremichael
Filed:	9/26/2005		

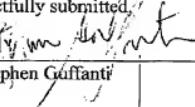
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

DECLARATION UNDER 37 C.F.R. § 1.131

- 1) I am the named applicant on the above-referenced patent application.
- 2) The Office cited the book "Rocket Phonics" against the above-referenced application.
- 3) I invented the subject matter of using an ITA with clarifying phonetic symbols consisting entirely of letters of the standard alphabet. Maureen Guffanti helped me write the content of the book "Rocket Phonics," but did not invent the teaching method or the teaching materials.
- 4) I invented Rocket Phonics in December-January 2000. From February to May of 2000, parents who agreed not to disclose the process and return the materials tried the process on their children. Thus, prior to the publication date of Rocket Phonics on September 2, 2002, I was in possession of, and had reduced to practice, the idea of using an ITA with clarifying phonetic symbols consisting entirely of letters of the standard alphabet.
- 5) I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

By


Stephen Guffanti

Submitted by,

By _____
Robert D. Fish
Reg. No. 33,880

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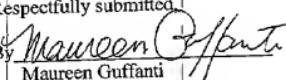
Filed: 9/26/2005

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DECLARATION UNDER 37 C.F.R. § 1.131

- 1) I am one of the co-authors of the book "Rocket Phonics," published on September 2, 2002.
- 2) I helped my husband, Stephen Guffanti, format and edit the content of the book "Rocket Phonics." However, Stephen Guffanti invented the idea of using an ITA with clarifying phonetic symbols consisting entirely of letters of the standard alphabet. I was not a co-inventor of the main idea.
- 3) I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

By 
Maureen Guffanti

Submitted by,

By _____
Robert D. Fish
Reg. No. 33,880